

UNITED STATES DISTRICT COURT
CENTRAL DISTRICT OF CALIFORNIA
SOUTHERN DIVISION

HALA AHMED and MAALI SALIM, on
behalf of themselves and all others similarly
situated,

Plaintiffs,

v.

TRANS UNION, LLC, TRANS UNION
RENTAL SCREENING SOLUTIONS, INC.
AND RENTSPREE, INC.,

Defendants.

Case No.: 8:24-cv-00057-DOC-DFM

STIPULATED PROTECTIVE ORDER

I. PURPOSES AND LIMITATIONS

A. Discovery in this action is likely to involve production of confidential, proprietary, or private information for which special protection from public disclosure and from use for any purpose other than prosecuting this litigation may be warranted. Accordingly, the parties, Plaintiffs Hala Ahmed and Maali Salim, and Defendants Trans Union, LLC, Trans Union Rental Screen Solutions, Inc. and RentSpree, Inc., hereby stipulate to and petition the Court to enter the

1 following Stipulated Protective Order. The parties acknowledge that this Order does not confer
2 blanket protections on all disclosures or responses to discovery and that the protection it affords
3 from public disclosure and use extends only to the limited information or items that are entitled
4 to confidential treatment under the applicable legal principles. The parties further acknowledge,
5 as set forth in Section XIII(C), below, that this Stipulated Protective Order does not entitle them
6 to file confidential information under seal; Civil Local Rule 79-5 sets forth the procedures that
7 must be followed and the standards that will be applied when a party seeks permission from the
8 Court to file material under seal.

9 **II. GOOD CAUSE STATEMENT**

10 A. This action is likely to involve confidential personal information, trade secrets and
11 other valuable commercial, financial, technical and/or proprietary information for which special
12 protection from public disclosure and from use for any purpose other than prosecution of this
13 action is warranted. Such confidential and proprietary materials and information consist of,
14 among other things, confidential personal information, confidential business or financial
15 information, information regarding confidential business practices, or commercial information
16 (including information implicating privacy rights of third parties), information otherwise
17 generally unavailable to the public, or which may be privileged or otherwise protected from
18 disclosure under state or federal statutes, court rules, case decisions, or common law.
19 Accordingly, to expedite the flow of information, to facilitate the prompt resolution of disputes
20 over confidentiality of discovery materials, to adequately protect information the parties are
21 entitled to keep confidential, to ensure that the parties are permitted reasonable necessary uses of
22 such material in preparation for and in the conduct of trial, to address their handling at the end of
23 the litigation, and serve the ends of justice, a protective order for such information is justified in
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1 this matter. It is the intent of the parties that information will not be designated as confidential
2 for tactical reasons and that nothing be so designated without a good faith belief that it has been
3 maintained in a confidential, non-public manner, and there is good cause why it should not be
4 part of the public record of this case.

5 **III. DEFINITIONS**

6 A. Action: Hala Ahmed, et al v. Trans Union, LLC, et al., Case No. 8:24-cv-00057-
7 DOC-DFM.

8 B. Challenging Party: A Party or Non-Party that challenges the designation of
9 information or items under this Order.

10 C. “CONFIDENTIAL” Information or Items: Information (regardless of how it is
11 generated, stored or maintained) or tangible things that qualify for protection under Federal Rule
12 of Civil Procedure 26(c), and as specified above in the Good Cause Statement.

13 D. Counsel: Outside Counsel of Record and House Counsel (as well as their support
14 staff).

15 E. Designating Party: A Party or Non-Party that designates information or items that
16 it produces in disclosures or in responses to discovery as “CONFIDENTIAL.”

17 F. Disclosure or Discovery Material: All items or information, regardless of the
18 medium or manner in which it is generated, stored, or maintained (including, among other things,
19 testimony, transcripts, and tangible things), that are produced or generated in disclosures or
20 responses to discovery in this matter.

21 G. Expert: A person with specialized knowledge or experience in a matter pertinent
22 to the litigation who has been retained by a Party or its counsel to serve as an expert witness or as
23 a consultant in this Action.

1 H. In-House Counsel: Attorneys who are employees of a party to this Action. In-
2 House Counsel does not include Outside Counsel of Record or any other outside counsel.

3 I. Non-Party: Any natural person, partnership, corporation, association, or other
4 legal entity not named as a Party to this action.

5 J. Outside Counsel of Record: Attorneys who are not employees of a party to this
6 Action but are retained to represent or advise a party to this Action and have appeared in this
7 Action on behalf of that party or are affiliated with a law firm which has appeared on behalf of
8 that party, and includes support staff.

9 K. Party: Any party to this Action, including all of its officers, directors, employees,
10 consultants, retained experts, and Outside Counsel of Record (and their support staffs).

11 L. Producing Party: A Party or Non-Party that produces Disclosure or Discovery
12 Material in this Action.

13 M. Professional Vendors: Persons or entities that provide litigation support services
14 (e.g., photocopying, videotaping, translating, preparing exhibits or demonstrations, and
15 organizing, storing, or retrieving data in any form or medium) and their employees and
16 subcontractors.

17 N. Protected Material: Any Disclosure or Discovery Material that is designated as
18 “CONFIDENTIAL.”

19 O. Receiving Party: A Party that receives Disclosure or Discovery Material from a
20 Producing Party.

21 **IV. SCOPE**

22 A. The protections conferred by this Stipulation and Order cover not only Protected
23 Material (as defined above), but also (1) any information copied or extracted from Protected
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1 Material; (2) all copies, excerpts, summaries, or compilations of Protected Material; and (3) any
2 testimony, conversations, or presentations by Parties or their Counsel that might reveal Protected
3 Material.

4 B. The Parties contemplate that procedures for the treatment and use of Protected
5 Material at trial or other hearings before the Court will be addressed in a separate order, but no
6 such documents or information shall be made public.

7 **V. DURATION**

8 A. Even after final disposition of this litigation, the confidentiality obligations
9 imposed by this Order shall remain in effect until a Designating Party agrees otherwise in writing
10 or a court order otherwise directs. Final disposition shall be deemed to be the later of (1) dismissal
11 of all claims and defenses in this Action, with or without prejudice; and (2) final judgment herein
12 after the completion and exhaustion of all appeals, rehearings, remands, trials, or reviews of this
13 Action, including the time limits for filing any motions or applications for extension of time
14 pursuant to applicable law.

15 **VI. DESIGNATING PROTECTED MATERIAL**

16 A. Exercise of Restraint and Care in Designating Material for Protection

17 1. Each Party or Non-Party that designates information or items for protection
18 under this Order must take care to limit any such designation to specific material that
19 qualifies under the appropriate standards. The Designating Party must designate for
20 protection only those parts of material, documents, items, or oral or written
21 communications that qualify so that other portions of the material, documents, items, or
22 communications for which protection is not warranted are not swept unjustifiably within
23 the ambit of this Order.
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1 2. Mass, indiscriminate, or routinized designations are prohibited.
2 Designations that are shown to be clearly unjustified or that have been made for an
3 improper purpose (e.g., to unnecessarily encumber the case development process or to
4 impose unnecessary expenses and burdens on other parties) may expose the Designating
5 Party to sanctions.

6 3. If it comes to a Designating Party's attention that information or items that
7 it designated for protection do not qualify for protection, that Designating Party must
8 promptly notify all other Parties that it is withdrawing the inapplicable designation.

9 B. Manner and Timing of Designations

10 1. Except as otherwise provided in this Order (*see, e.g.*, Section B(2)(b)
11 below), or as otherwise stipulated or ordered, Disclosure or Discovery Material that
12 qualifies for protection under this Order must be clearly so designated before the material
13 is disclosed or produced.

14 2. Designation in conformity with this Order requires the following:

15 a. For information in documentary form (e.g., paper or electronic
16 documents, but excluding transcripts of depositions or other pretrial or trial
17 proceedings), that the Producing Party affix at a minimum, the legend
18 "CONFIDENTIAL" to each page that contains protected material. If only a
19 portion or portions of the material on a page qualifies for protection, the Producing
20 Party also must clearly identify the protected portion(s) (e.g., by making
21 appropriate markings in the margins).

22 b. A Party or Non-Party that makes original documents available for
23 inspection need not designate them for protection until after the inspecting Party
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1 has indicated which documents it would like copied and produced. During the
2 inspection and before the designation, all of the material made available for
3 inspection shall be deemed “CONFIDENTIAL.” After the inspecting Party has
4 identified the documents it wants copied and produced, the Producing Party must
5 determine which documents, or portions thereof, qualify for protection under this
6 Order. Then, before producing the specified documents, the Producing Party must
7 affix the “CONFIDENTIAL” legend to each page that contains Protected Material.
8 If only a portion or portions of the material on a page qualifies for protection, the
9 Producing Party also must clearly identify the protected portion(s) (e.g., by making
10 appropriate markings in the margins).

11 c. For testimony given in depositions and deposition exhibits, that the
12 Designating Party may designate portions thereof as “CONFIDENTIAL” by letter
13 from Counsel to the court reporter, with copies to the Parties’ Counsel. Until the
14 deposition transcript and exhibits thereto are received and for ten (10) business
15 days thereafter (to allow for review), the entire transcript (including exhibits) will
16 be considered CONFIDENTIAL. The Parties will exercise their best efforts to
17 designate specific page and line references subject to such protection and will not
18 designate the entire deposition as CONFIDENTIAL without prior Court approval.

19 d. For information produced in form other than document and for any
20 other tangible items, that the Producing Party affix in a prominent place on the
21 exterior of the container or containers in which the information is stored the legend
22 “CONFIDENTIAL.” If only a portion or portions of the information warrants
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1 protection, the Producing Party, to the extent practicable, shall identify the
2 protected portion(s).

3 C. Inadvertent Failure to Designate

4 1. If timely corrected, an inadvertent failure to designate qualified
5 information or items does not, standing alone, waive the Designating Party's right to
6 secure protection under this Order for such material. Upon timely correction of a
7 designation, the Receiving Party must make reasonable efforts to assure that the material
8 is treated in accordance with the provisions of this Order. When the Designating Party
9 designates information or Discovery Material as "CONFIDENTIAL" after production,
10 the Designating Party shall re-produce the replacement information or Discovery Material
11 marked "CONFIDENTIAL."

12 **VII. CHALLENGING CONFIDENTIALITY DESIGNATIONS**

13 A. Timing of Challenges

14 1. Any party or Non-Party may challenge a designation of confidentiality at
15 any time that is consistent with the Court's Scheduling Order.

16 B. Meet and Confer

17 1. The Challenging Party shall initiate the dispute resolution process under
18 Local Rule 37.1 et seq.

19 C. The burden of persuasion in any such challenge proceeding shall be on the
20 Designating Party. Frivolous challenges, and those made for an improper purpose (e.g., to harass
21 or impose unnecessary expenses and burdens on other parties) may expose the Challenging Party
22 to sanctions. Unless the Designating Party has waived or withdrawn the confidentiality
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1 designation, all parties shall continue to afford the material in question the level of protection to
2 which it is entitled under the Producing Party's designation until the Court rules on the challenge.

3 **VIII. ACCESS TO AND USE OF PROTECTED MATERIAL**

4 A. Basic Principles

5 1. A Receiving Party may use Protected Material that is disclosed or
6 produced by another Party or by a Non-Party in connection with this Action only for
7 prosecuting, defending, or attempting to settle this Action. Such Protected Material may
8 be disclosed only to the categories of persons and under the conditions described in this
9 Order. When the Action has been terminated, a Receiving Party must comply with the
10 provisions of Section XIV below.

11 2. Protected Material must be stored and maintained by a Receiving Party at
12 a location and in a secure manner that ensures that access is limited to the persons
13 authorized under this Order.

14 B. Disclosure of "CONFIDENTIAL" Information or Items

15 1. Unless otherwise ordered by the Court or permitted in writing by the
16 Designating Party, a Receiving Party may disclose any information or item designated
17 "CONFIDENTIAL" only to: The Receiving Party's Outside Counsel of Record in this
18 Action, as well as employees of said Outside Counsel of Record to whom it is reasonably
19 necessary to disclose the information for this Action; the officers, directors, and
20 employees (including House Counsel) of the Receiving Party to whom disclosure is
21 reasonably necessary for this Action; Experts (as defined in this Order) of the Receiving
22 Party to whom disclosure is reasonably necessary for this Action and who have signed the
23 "Acknowledgment and Agreement to Be Bound" (Exhibit A); the Court and its personnel;

1 court reporters and their staff; professional jury or trial consultants, mock jurors, and
2 Professional Vendors to whom disclosure is reasonably necessary for this Action and who
3 have signed the “Acknowledgment and Agreement to be Bound” attached as Exhibit A
4 hereto; the author or recipient of a document containing the information or a custodian or
5 other person who otherwise possessed or knew the information; during their depositions,
6 witnesses, and attorneys for witnesses, in the Action to whom disclosure is reasonably
7 necessary provided: (i) the deposing party requests that the witness sign the
8 “Acknowledgment and Agreement to Be Bound;” and (ii) they will not be permitted to
9 keep any confidential information unless they sign the “Acknowledgment and Agreement
10 to Be Bound,” unless otherwise agreed by the Designating Party or ordered by the Court.
11 Pages of transcribed deposition testimony or exhibits to depositions that reveal Protected
12 Material may be separately bound by the court reporter and may not be disclosed to
13 anyone except as permitted under this Stipulated Protective Order; and any mediator or
14 settlement officer, and their supporting personnel, mutually agreed upon by any of the
15 parties engaged in settlement discussions.

16 **IX. PROTECTED MATERIAL SUBPOENAED OR ORDERED PRODUCED IN**
17 **OTHER LITIGATION**

18 A. If a Party is served with a subpoena or a court order issued in other litigation that
19 compels disclosure of any information or items designated in this Action as “CONFIDENTIAL”
20 that Party must:

- 21 1. Promptly notify in writing the Designating Party. Such notification shall
22 include a copy of the subpoena or court order;
- 23 2. Promptly notify in writing the party who caused the subpoena or order to
24 issue in the other litigation that some or all of the material covered by the subpoena or

1 order is subject to this Protective Order. Such notification shall include a copy of this
2 Stipulated Protective Order; and

3 3. Cooperate with respect to all reasonable procedures sought to be pursued
4 by the Designating Party whose Protected Material may be affected.

5 B. If the Designating Party timely seeks a protective order, the Party served with the
6 subpoena or court order shall not produce any information designated in this action as
7 “CONFIDENTIAL” before a determination by the Court from which the subpoena or order
8 issued, unless the Party has obtained the Designating Party’s permission. The Designating Party
9 shall bear the burden and expense of seeking protection in that court of its confidential material
10 and nothing in these provisions should be construed as authorizing or encouraging a Receiving
11 Party in this Action to disobey a lawful directive from another court.

12 **X. A NON-PARTY’S PROTECTED MATERIAL SOUGHT TO BE**
13 **PRODUCED IN THIS LITIGATION**

14 A. The terms of this Order are applicable to information produced by a Non-Party in
15 this Action and designated as “CONFIDENTIAL.” Such information produced by Non-Parties
16 in connection with this litigation is protected by the remedies and relief provided by this Order.
17 Nothing in these provisions should be construed as prohibiting a Non-Party from seeking
18 additional protections.

19 B. In the event that a Party is required, by a valid discovery request, to produce a
20 Non-Party’s confidential information in its possession, and the Party is subject to an agreement
21 with the Non-Party not to produce the Non-Party’s confidential information, then the Party shall:

22 1. Promptly notify in writing the Requesting Party and the Non-Party that
23 some or all of the information requested is subject to a confidentiality agreement with a
24 Non-Party;

2. Promptly provide the Non-Party with a copy of the Stipulated Protective Order in this Action, the relevant discovery request(s), and a reasonably specific description of the information requested; and

3. Make the information requested available for inspection by the Non-Party, if requested.

C. If the Non-Party fails to seek a protective order from this court within 14 days of receiving the notice and accompanying information, the Receiving Party may produce the Non-Party's confidential information responsive to the discovery request. If the Non-Party timely seeks a protective order, the Receiving Party shall not produce any information in its possession or control that is subject to the confidentiality agreement with the Non-Party before a determination by the court. Absent a court order to the contrary, the Non-Party shall bear the burden and expense of seeking protection in this court of its Protected Material.

XI. UNAUTHORIZED DISCLOSURE OF PROTECTED MATERIAL

A. If a Receiving Party learns that, by inadvertence or otherwise, it has disclosed Protected Material to any person or in any circumstance not authorized under this Stipulated Protective Order, the Receiving Party must immediately (1) notify in writing the Designating Party of the unauthorized disclosures, (2) use its best efforts to retrieve all unauthorized copies of the Protected Material, (3) inform the person or persons to whom unauthorized disclosures were made of all the terms of this Order, and (4) request such person or persons to execute the "Acknowledgment and Agreement to be Bound" that is attached hereto as Exhibit A.

XII. INADVERTENT PRODUCTION OF PRIVILEGED OR OTHERWISE PROTECTED MATERIAL

A. When a Producing Party gives notice to Receiving Parties that certain inadvertently produced material is subject to a claim of privilege or other protection, the

obligations of the Receiving Parties are those set forth in Federal Rule of Civil Procedure 26(b)(5)(B). This provision is not intended to modify whatever procedure may be established in an e-discovery order that provides for production without prior privilege review. Pursuant to Federal Rule of Evidence 502(d) and (e), insofar as the parties reach an agreement on the effect of disclosure of a communication or information covered by the attorney-client privilege or work product protection, the parties may incorporate their agreement in the Stipulated Protective Order submitted to the Court.

XIII. MISCELLANEOUS

A. Right to Further Relief

1. Nothing in this Order abridges the right of any person to seek its modification by the Court in the future.

B. Right to Assert Other Objections

1. By stipulating to the entry of this Protective Order, no Party waives any right it otherwise would have to object to disclosing or producing any information or item on any ground not addressed in this Stipulated Protective Order. Similarly, no Party waives any right to object on any ground to use in evidence of any of the material covered by this Protective Order.

C. Filing Protected Material

1. A Party that seeks to file under seal any Protected Material must comply with Civil Local Rule 79-5. Protected Material may only be filed under seal pursuant to a court order authorizing the sealing of the specific Protected Material at issue. If a Party's request to file Protected Material under seal is denied by the Court, then the Receiving

1 Party may file the information in the public record unless otherwise instructed by the
2 Court.

3 **XIV. FINAL DISPOSITION**

4 A. After the final disposition of this Action, as defined in Section V, within sixty (60)
5 days of a written request by the Designating Party, each Receiving Party must return all Protected
6 Material to the Producing Party or destroy such material. As used in this subdivision, “all
7 Protected Material” includes all copies, abstracts, compilations, summaries, and any other format
8 reproducing or capturing any of the Protected Material. Whether the Protected Material is
9 returned or destroyed, the Receiving Party must submit a written certification to the Producing
10 Party (and, if not the same person or entity, to the Designating Party) by the 60 day deadline that
11 (1) identifies (by category, where appropriate) all the Protected Material that was returned or
12 destroyed and (2) affirms that the Receiving Party has not retained any copies, abstracts,
13 compilations, summaries or any other format reproducing or capturing any of the Protected
14 Material. Notwithstanding this provision, Counsel are entitled to retain an archival copy of all
15 pleadings, motion papers, trial, deposition, and hearing transcripts, legal memoranda,
16 correspondence, deposition and trial exhibits, expert reports, attorney work product, and
17 consultant and expert work product, even if such materials contain Protected Material. Any such
18 archival copies that contain or constitute Protected Material remain subject to this Protective
19 Order as set forth in Section V.

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B. Any violation of this Order may be punished by any and all appropriate measures including, without limitation, contempt proceedings and/or monetary sanctions.

IT IS SO STIPULATED, THROUGH COUNSEL OF RECORD.

Dated: 11/12/2024

/s/Susan Rotkis

CONSUMER ATTORNEYS
Attorney(s) for Plaintiff(s)

Dated: 11/12/2024

/s/Natalie Peled

BUCHANAN INGERSOLL & ROONEY LLP
Attorney(s) for Defendants, Trans Union, LLC and
Trans Union Rental Screening Solutions, Inc.

Dated: 11/12/2024

/s/Camille Nicodemus

QSLWM, P.C
Attorney(s) for Defendant Rentspree, Inc.

ATTESTATION PURSUANT TO L.R. 5-4.3.4(A)(2)(I)

I, Natalie Peled, hereby attest that concurrence in the filing of this document and its contents was obtained from all signatories listed above and the attorneys listed above provided their express authorization to include their respective electronic signatures on this stipulated protective order.

Dated: 11/12/2024

/s/Natalie Peled

Natalie Peled

FOR GOOD CAUSE SHOWN, IT IS SO ORDERED.

Dated: November 22, 2024


HONORABLE DOUGLAS F. McCORMICK
United States Magistrate Judge

EXHIBIT A
ACKNOWLEDGMENT AND AGREEMENT TO BE BOUND

I, _____ [print or type full name], of _____
_____ [print or type full address], declare under penalty of perjury that I have read in its
entirety and understand the Stipulated Protective Order that was issue by the United States District
Court for the Central District of California on [DATE] in the case of _____
_____ [insert formal name of the case and the number and initials assigned to it by the
Court]. I agree to comply with and to be bound by all the terms of this Stipulated Protective Order
and I understand and acknowledge that failure to so comply could expose me to sanctions and
punishment in the nature of contempt. I solemnly promise that I will not disclose in any manner
any information or item that is subject to this Stipulated Protective Order to any person or entity
except in strict compliance with the provisions of this Order.

I further agree to submit to the jurisdiction of the United States District Court for the
Central District of California for the purpose of enforcing the terms of this Stipulated Protective
Order, even if such enforcement proceedings occur after termination of this action. I hereby
appoint _____ [print or type full name] of _____
_____ [print or type full address and telephone number] as my California agent for
service of process in connection with this action or any proceedings related to enforcement of this
Stipulated Protective Order.

Date: _____

City and State where sworn and signed: _____

Printed Name: _____

Signature: _____